

☐ AMENDED

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: **Marsha Currie**

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 43 Leafwood Cove (2) _____
Jackson, TN 38305

PLAN PAYMENT:

Debtor(1) shall pay \$ 2,194.00 Monthly via Direct Pay

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☐ YES ☒ NO
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION ☒ YES ☐ NO
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☐ YES ☒ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT:

Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to: _____ Monthly Plan Payment: _____
None ongoing payment begins _____ \$ _____
Approximate arrearage: _____

5. PRIORITY CLAIMS:

-NONE- Amount _____ \$ _____

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☒ Paid by Trustee to:

| | | | |
|----------------------------------|---|--|-----------------|
| <u>FCI Lender Services, Inc.</u> | ongoing payment begins <u>September 2020</u> | | <u>\$217.00</u> |
| | Approximate arrearage: <u>868.00</u> Interest <u>0.00</u> | | <u>\$15.00</u> |
| <u>Wells Fargo Home Mortgage</u> | ongoing payment begins <u>September 2020</u> | | <u>\$681.00</u> |
| | Approximate arrearage: <u>2,800.00</u> Interest <u>0.00</u> | | <u>\$47.00</u> |

7. SECURED CLAIMS:

| | | | |
|--------------------------------------|----------------------|------------------|-----------------------|
| [Retain lien 11 U.S.C. §1325 (a)(5)] | Value of Collateral: | Rate of Interest | Monthly Plan Payment: |
| <u>First Franklin Financial</u> | <u>1,200.00</u> | <u>6.00</u> | <u>\$26.00</u> |
| <u>Mariner Finance</u> | <u>4,000.00</u> | <u>6.00</u> | <u>\$80.00</u> |
| <u>Republic Finance, LLC</u> | <u>6,000.00</u> | <u>8.00</u> | <u>\$125.00</u> |

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

| | | | |
|--|----------------------|------------------|-----------------------|
| [Retain lien 11 U.S.C. §1325 (a)] | Value of Collateral: | Rate of Interest | Monthly Plan Payment: |
| <u>Ally Financial</u> | <u>12,000.00</u> | <u>7.00</u> | <u>\$241.00</u> |
| <u>Adequate Protection Payment: \$61.00</u> | | | |
| <u>Ally Financial-protect co-signer</u> | <u>19,000.00</u> | <u>10.79</u> | <u>\$414.00</u> |
| <u>Adequate Protection Payment: \$104.00</u> | | | |

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:

-NONE- Collateral: _____

10. SPECIAL CLASS UNSECURED CLAIMS:

| | Amount: | Rate of Interest | Monthly Plan Payment: |
|---------------|---------|------------------|-----------------------|
| <u>-NONE-</u> | | | \$ |

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

| | | |
|---|--------------------|--|
| <u>US Department of Education. Debt will survive discharge.</u> | <u>\$23,000.00</u> | Monthly Plan Payment: <u>\$140.00</u> |
|---|--------------------|--|

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C.§522(f):
-NONE-

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$49,856.00

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

☐ _____ %, OR,
☒ **THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.**

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

None ☐ Assumes **OR** ☐ Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately 60 months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S): NONE

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Alissa York Gay
Alissa York Gay 024812
Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date May 28, 2020 .
/al